

RESOLUTION NO. 2017-325

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HOLLISTER
APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE
CITY OF HOLLISTER AND
THE HOLLISTER PEACE OFFICERS ASSOCIATION**

WHEREAS, representatives of the City of Hollister and Hollister Peace Officers Association, an organization representing Hollister city employees, have met and conferred in good faith concerning subjects of bargaining; and

WHEREAS, understandings and agreements have been reached between the bargaining representatives; and

WHEREAS, both parties agree to enter into a Memorandum of Understanding for the term of November 1, 2017, through October 31, 2020.

NOW THEREFORE BE IT RESOLVED, that the City Council of the City of Hollister authorizes the execution of the Memorandum of Understanding between the City of Hollister and Hollister Peace Officers Association for the term of November 1, 2017 through October 31, 2020.


PASSED AND ADOPTED, by the City Council of the City of Hollister at a regular meeting held on this 18th day of December, 2017 by the following vote:

AYES: Council Members Gillio, Klauer, Friend, Luna, and Mayor Velazquez.

NOES: None.

ABSTAINED: None.

ABSENT: None.



Ignacio Velazquez, Mayor

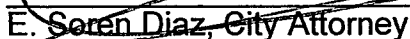
ATTEST:

 12-19-17

Christine Black, CMC, Interim City Clerk

APPROVED AS TO FORM:

L+G LLP, Attorneys at Law


E. Soren Diaz, City Attorney

MEMORANDUM OF UNDERSTANDING

Between the

City of Hollister

And the

Hollister Peace Officers Association (H.P.O.A.)

November 1st, 2017 - October 31st, 2020

TABLE OF CONTENTS

Article 1.	Preamble	Page 1
Article 2.	No Discrimination	Page 1
Article 3.	Recognition	Page 1
Article 4.	Maintenance Of Benefits	Page 1
Article 5.	Salary And Special Compensation	
	A. Salary Adjustments	Page 1
	B. Cost of Living Adjustments (COLA)	Page 2
	C. Deferred Compensation Plan	Page 2
	D. Longevity Bonus	Page 2
	E. Retirement	Page 3
	F. Overtime	Page 5
	G. Call Back Pay	Page 6
	H. Court Time/DMV Hearing/Telephone Standby Pay For Court/Parole Hearing	Page 6
	I. Assigned Field Translators	Page 6
	J. Field Training Officer Assignment	Page 6
	K. Senior Police Officer	Page 6
	L. Detective Assignment	Page 8
	M. Motorcycle Pay	Page 8
	N. Gang Enforcement Training Officer	Page 8
	O. Shift Differential	Page 8
Article 6.	Insurance	
	A. CalPERS Medical	Page 8
	B. Health Insurance Options	Page 9
	C. Section [125] Flexible Benefits/Cafeteria Plan	Page 9
	D. Terms for Health Care Participation	Page 10
	E. Health Care Contributions	Page 10
	F. Vision Insurance	Page 11
	G. Dental Insurance	Page 11
	H. Life Insurance	Page 11
	I. Long Term Disability Insurance	Page 11
	J. Health Insurance Waiver Option	Page 11
	K. Optional Health Benefits	Page 12
	L. Flexible Spending Accounts (FSA's)	Page 12
	M. Voluntary Life Insurance	Page 12
	N. Miscellaneous	Page 13

TABLE OF CONTENTS (CONTINUED)

Article 7.	Educational Incentive/Professional Development Incentive	
	A. Amount of Payments - Sworn	Page 13
	B. Professional Development Incentives - Non-Sworn	Page 13
Article 8.	Job Related Disabilities And The Americans With Disabilities Act	
	A. Job Related Disabilities	Page 14
	B. Americans With Disabilities Act	Page 14
Article 9.	Uniform Allowance And Safety Equipment	
	A. Uniform Allowance	Page 15
	B. Boot Allowance	Page 15
	C. Safety Equipment	Page 15
Article 10.	Grievance Procedure: Sworn Personnel	
	A. Definition	Page 15
	B. Stale Grievance	Page 15
	C. Informal Discussion with Employee's Supervisor	Page 16
	D. Formal Written Grievance to Employee's Supervisor	Page 16
	E. Grievance to Department Head/City Manager	Page 16
	F. Waiver of Appeal Steps	Page 16
	G. Advisory Fact Finding of Grievances	Page 16
	H. Selection of a Fact Finder	Page 16
	I. Duty of a Fact Finder	Page 17
	J. Payment of Costs	Page 17
	K. Effect of Failure of Timely Action	Page 17
Article	11. Grievance Procedure: Non-Sworn Personnel	
	A. Definition	Page 17
	B. Stale Grievance	Page 17
	C. Informal Discussion with Employee's Supervisor	Page 18
	D. Formal Written Grievance to Employee's Supervisor	Page 18
	E. Grievance to Department Head/City Manager	Page 18
	F. Waiver of Appeal Steps	Page 18
	G. Advisory Fact finding of Grievances	Page 18
	H. Selection of a Fact Finder	Page 18
	I. Duties of a Fact Finder	Page 19
	J. Payment of Costs	Page 19
	K. Effect of Failure of Timely Action	Page 19

TABLE OF CONTENTS (CONTINUED)

Article 12.	Leaves	
	A. Bereavement Leave	Page 19
	B. Family Sick Leave - Within Existing Benefits	Page 20
Article 13.	Layoff	
	A. Order of Layoff	Page 21
	B. Seniority Determination	Page 21
	C. Re-employment	Page 21
Article 14.	Miscellaneous	
	A. Personnel Notices	Page 22
	B. Tuition Aid/Reimbursement	Page 22
	C. Vacation Accrual and Vacation Allowance	Page 23
	D. CalPERS Credit for Unused Sick Leave	Page 23
	E. Sick Leave Conversion to Cash	Page 23
	F. Probationary Period	Page 24
	G. Separation in Good Standing	Page 24
	H. Recruitment Incentives for Sworn Personnel	Page 24
	I. Work Schedules	Page 25
	J. Police Funeral Attendance	Page 25
	K. New Employee Orientation	Page 25
Article 15.	Maintenance Of Operations	Page 25
Article 16.	Prevailing M.O.U.	Page 26
Article 17.	Holidays And Holiday Pay	Page 26
Article 18.	Drug Free Workplace Policy	Page 26
Article 19.	Savings Clause	Page 26
Article 20.	Union Business	Page 26
Article 21.	Term	Page 26

EXHIBITS

Exhibit A	Revised Police Department Performance Evaluations	Attachment
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Article 1. Preamble

This Memorandum of Understanding is entered into by the City of Hollister, hereinafter referred to as City, and the Hollister Peace Officers Association, hereinafter referred to as Association. This Memorandum of Understanding hereinafter referred to as M.O.U., is subject to Sections 3500-3510 of the Government Code of the State of California, otherwise known as the Meyers-Milias-Brown Act, and the Employer-Employee Relations Resolution of the City of Hollister.

Article 2. No Discrimination

The City and the Association will cooperate in pursuing a policy of no discrimination of affirmative action. Any management established City advisory employee committee relating to affirmative action shall provide for Association representation on said committee. The City and Association further agree that no person employed by, or applying for employment, shall be discriminated against because of race, religion, creed, political affiliations, color, national origin, ancestry, age, or sex, unless defined as a bona-fide occupation qualification as defined by Federal or State law. The employer also agrees not to discriminate against any employee for his/her activity on behalf of, or membership in, the Association. Any employee alleging a violation of this article shall have the burden of proving the existence of a discriminatory act or acts and of proving that but for such act or acts the alleged injury or damage to the grievant would not have occurred.

Article 3. Recognition

Pursuant to Section 3500-3510 of the Government Code, the City certifies the Association as the recognized employee organization for a unit including the classifications of Police Officer, Police Officer Trainee, Crime Prevention/Youth Services Coordinator, Police Sergeant, Police Services Officer, Multi-Services Officer, Police Services Supervisor and any other classes assigned to the Police Department except clerical and management.

Article 4. Maintenance Of Benefits

The articles included in this agreement constitute a full and complete agreement with the City and Association on all matters within the scope of representation for the period stated in Article 20. Term. All present resolutions, ordinances, rules and regulations, practices and policies covering matters within the scope of representation will continue in force and effect during said period without change, except to conform to the terms of this M.O.U., subject to meet and confer. Notice of any matter proposed to be changed will be provided to the Association in a timely fashion.

Article 5. Salary And Special Compensation

A. Salary Adjustments

1. Compensation Adjustments

- a. The City shall apply a five percent (5%) across-the-board increase to the base salary of all effective the first full pay period after Council Approval.

- b. Effective the first pay period after November 1, 2018, , the City shall apply a five percent (5.0%) across-the-board increase to the base salary of all classifications.
- c. Effective the first pay period after November 1, 2019, the City shall apply a five percent (5.0%) across-the-board increase to the base salary of all unit classifications.

2. Supervisor Salary Separation

- a. The City agrees to maintain a fifteen percent (15%) salary differential between the Police Sergeant and Police Officer during the term of this M.O.U.
- b. The City agrees to maintain a fifteen percent (15%) salary differential between the Police Services Supervisor and Police Services Officer during the term of this M.O.U.

B. Cost of Living Adjustments (COLA)

1. Sworn Unit Classifications

The City agrees that all sworn personnel represented by the Association shall receive no COLA for the term of this MOU.

2. Non-Sworn Unit Classification

The City agrees that all non-sworn personnel represented by the Association shall receive no COLA for the term of this MOU.

C. Deferred Compensation Plan

The City shall continue, during the term of this M.O.U., to provide a voluntary Deferred Compensation Plan for all employees of this unit.

D. Longevity Bonus

1. Non-Sworn Employees

Non-sworn members in this bargaining unit, who complete the following specified consecutive years of service prior to or after the effective date of this MOU, shall be paid the following:

Number of Consecutive Years

10-14 years

15-19 years

20 or more years

Longevity Bonus

Three percent (3%) of base salary

Six percent (6%) of base salary

Nine percent (9%) of base salary

2. Sworn Employees

Sworn employees may contribute to the PORAC Retiree Medical Trust by contributing on their own behalf.

Sworn members in this bargaining unit, who complete the following specified consecutive years of service, shall be paid the following:

<u>Number of Consecutive Years</u>	<u>Longevity Bonus</u>
<i>10-14 years</i>	<i>Three percent (3%) of base salary</i>
<i>15-19 years</i>	<i>Six percent (6%) of base salary</i>
<i>20 or more years</i>	<i>Nine percent (9%) of base salary</i>

E. Retirement

1. Sworn Unit Contributions

Tier 1

- a. Effective the first full pay period after the execution of the MOU, and the City's subsequent adoption of the Resolution changing the CalPERS Retirement Employee Contribution Rate, all unit employees under the Public Safety - Police CalPERS "3% @ age 50" Retirement Benefit Plan shall pay nine percent (9%) of their Compensation as part of the Employees' contribution.

Tier 2

- b. Effective the first full pay period after the execution of the MOU, and the City's subsequent adoption of the Resolution changing the CalPERS Retirement Employee Contribution Rate, all unit employees under the Public Safety - Police CalPERS "3% @ age 55" Retirement Benefit Plan shall pay nine percent (9%) of their Compensation as part of the Employees' contribution .

Tier 3

- c. Effective on or after January 1, 2013, all new employees hired on or after January 1, 2013, and who are defined as a "new member" under the Public Employee Pension Reform Act of 2013 (PEPRA), AB 340 shall pay the employee contribution rate as established by State of California law.

2. Non-Sworn Unit Contributions

Tier 1

- a. Effective the first full pay period after the execution of the MOU, and the City's subsequent adoption of the Resolution changing the CalPERS Retirement Employee Contribution Rate, all unit employees under the Miscellaneous CalPERS "2.5% @ age 55" Retirement Benefit Plan shall pay eight percent (8%) of their Compensation as part of the Employees' contribution.

Tier 2

- b. Effective the first full pay period after the execution of the MOU, and the City's subsequent adoption of the Resolution changing the CalPERS Retirement Employee Contribution Rate, all unit employees under the Miscellaneous CalPERS "2% @ age 60" Retirement Benefit Plan shall pay seven percent (7%) of their Compensation as part of the Employees' contribution .

Tier 3

- c. Effective on or after January 1, 2013, all new employees hired on or after January 1, 2013, and who are defined as a "new member" under the Public Employee Pension Reform Act of 2013 (PEPRA), AB 340 shall pay the employee contribution rate as established by State of California law.

3. 1959 Survivor's Death Benefit

The City agrees to continue the Fourth Level of the CalPERS 1959 Survivor's Death Benefit for all eligible unit members represented by the Association. The City further agrees to continue to pay the employer rate contribution with the employees represented by the Association continuing to pay the member rate contribution.

4. One Year Final Compensation Benefit

- a. The City agrees to continue the CalPERS Section 20042 "One Year Final Compensation" benefit for eligible Non-Sworn (Local Miscellaneous Members as defined by CalPERS) and Sworn Association Members.
- b. The City shall pay all of the employer contributions to CalPERS for each eligible member of the Association for this benefit.

5. Modifications

The City agrees not to make any other modifications in the current CalPERS contract without a vote of all affected employees.

6. Participation in the PORAC Retiree Medical Trust-Sworn Employees

- a. Mandatory Employee Contributions. The City of Hollister (the "City") and the Association agree that the City shall withhold mandatory contributions of \$100 per month on a pre-tax basis from the pay of every sworn employee covered by this MOU and remit such contributions to the PORAC Retiree Medical Trust (the "Trust") or another employee retiree health benefits trust designated by the Association. The amount of contributions shall be included as salary for the purpose of calculating pension benefits, and there shall be no employee election to take the amount in cash.

The purpose of the Trust is to provide retiree health expense reimbursement benefits. The Trust shall be and remain separate and apart from any City health insurance funding program, unless changed by mutual agreement of the parties to this MOU. Further, the City hereby acknowledges receipt of the Trust Agreement governing the PORAC Retiree Medical Trust.

- b. Reporting and Remittance of Contributions. The City shall comply with the rules set by the Trust Office regarding the reporting and remittance of the above mandatory contributions, and agrees to:
 - (i) Remit the contributions to the Trust on a monthly basis for the duration of the Memorandum of Understanding, or until a successor agreement has been agreed upon, in one aggregate payment via ACH or wire transfer to the custodian of the PORAC Retiree Medical Trust; and
 - (ii) Submit a list of contributing employees to the Plan Administrator, Delta Health Systems, attention: Ms. Cindi Forbes, 555 W. Benjamin Holt Drive, Suite 320, Stockton, California, 95207.
- c. Modification of Contribution Amount. The City and the Association agree that the Association has the right, subject to approval of its members and according to the Association's internal rules, to prospectively modify the amount of the mandatory sworn employee monthly contribution, so long as the modification is made for all sworn employees covered by this MOU, and the total amount of contributions per employee equals a minimum of \$100 up to a maximum of \$400, in any increment of \$50.

F. Overtime

- 1. An employee authorized or required to work overtime in excess of the assigned scheduled shift shall be compensated for either compensatory time or overtime compensation at the additional rate of time and one-half.
- 2. At the time overtime is worked, the employee has the option to request either overtime compensation or compensatory time.
- 3. Unit members may accrue up to a maximum of two-hundred forty (240) hours of compensatory time. Unit members may not take more than sixty (60) hours of accrued compensatory time in conjunction with any other accrued leave balances. An employee in this unit shall be allowed to cash out any portion or all of their compensatory time balances at any time.
- 4. Whether or not the requested compensatory time is granted, in lieu of overtime pay, shall be at the sole discretion of Management.
- 5. Requests for compensatory time off should be made to an employee's immediate supervisor a minimum of five (5) work days prior to the beginning of the first work day requested off.

6. Management shall approve or reject a request for compensatory time off within two (2) management working days of the request.
7. The City agrees that additional hours devoted to training, the employee has the option to request either overtime compensation or compensatory time at the rate of time and one-half.

G. Call Back Pay

Any member of this unit who is called back to work after he/she has worked their scheduled shift and has departed from the place of employment shall be compensated with overtime for the time worked at the rate of time and one-half with a minimum of three (3) hours.

H. Court Time/DMV Hearing/Telephone Standby Pay for Court/Parole Hearing

1. An employee of this unit who is required to attend/standby court/hearing shall be compensated a minimum of four (4) hours callback time at time and one-half, and for each hour thereafter at the employee's regular hourly rate of pay.
2. An employee of this unit who is required to be available by telephone for Court/DMV Hearing/Parole Hearing, shall be compensated a minimum of two (2) hours overtime at time and one-half, or one-half hour overtime at time and one-half for every hour on standby, whichever is greater.

I. Assigned Field Translators

1. In accordance with the City's Human Resources Policy and upon passing the City-sponsored Spanish speaking and/or written exam, all eligible unit employees shall receive a premium pay of One Hundred Twenty-Five Dollars (\$125.00) per month.

J. Field Training Officer Assignment

Any personnel in a Sworn Police Officer classification, other than a designated "Senior Police Officer" who is assigned as Field Training Officer for a Police Officer in training shall receive premium pay of three percent (3.0%) of base salary per month prorated for each hour worked in such assignment.

K. Senior Police Officer

Effective upon the adoption of this M.O.U., the Chief of Police, at his/her own discretion, shall designate police officers/detectives as Senior Police Officer. To be eligible, officers/detectives must:

1. Not be on Probation or Special Evaluation, and;
2. Have a minimum of five (5) years total experience as a police officer, and;
3. Be recommended by Supervisors and Command Staff.

Qualification for designation of Senior Police Officer shall be based upon performance as reflected in the officer's/detective's previous performance evaluation, and is renewable on an annual basis. The minimum qualifying performance shall be based on the previous evaluation as follows:

OFFICERS

1. No "Below Standards" ratings, and;
2. At least fifty percent (50%) ratings as "Above Standards" or above in the following specific categories:
 - a. Section I "Enforcement and Service Delivery," with at least one (1) "Above Standards" or above in either Subsection E (problem solving) or Subsection F (activity and service level);
 - b. Section II "Report Writing";
 - c. Section VI "Public Relations and Customer Service"; and
 - d. Section VII "Work Habits".

DETECTIVES

1. No "Below Standards" ratings, and;
2. At least fifty percent (50%) ratings as "Above Standards" or above in the following specific categories:
 - a. Section I "Investigations", with at least one (1) "Above Standards" or above in either Subsection D (accomplish your share of the work) or Subsection G (assist in handling the workload of the unit);
 - b. Section II "Case Reports/Written Work";
 - c. Section VI "Public Relations and Customer Service"; and
 - d. Section VII "Work Habits".

Failure to maintain qualifying ratings may result in the suspension of the Senior Police Officer designation. Such suspension of the Senior Police Officer designation shall not constitute disciplinary action and shall not be appealable.

Senior Police Officers shall be eligible to serve as acting supervisors in the event no Police Sergeants are on duty or available. Unless designated as an acting supervisor, Senior Police Officers shall not exercise supervisory duties or authority.

Employees assigned in the capacity of Senior Police Officer shall receive premium pay in the amount of one point ninety-nine percent (1.99%) of base salary per month.

Employees currently assigned to Detective Duty shall not be eligible for this Senior Police Officer premium pay.

Attached hereto is the revised Hollister Police Department Performance Evaluations (Exhibit B).

L. Detective Assignment

The Chief of Police may appoint Police Officers and Sergeants to assignment as Detective. Those so appointed shall serve at the pleasure of the Chief of Police and shall not gain any property interest in the assignment. Those assigned as Detective shall be paid a premium pay of four point eighty-eight percent (4.88%) of base salary per month.

M. Motorcycle Pay

Upon Management's assignment, an employee may be assigned to motorcycle duty. Those assigned shall be compensated a premium pay at two point eighty-nine percent (2.89%) of base salary per month. This premium shall be considered full compensation for all overtime associated with maintenance and storage of the City assigned vehicle.

N. Gang Enforcement Training Officer

The Chief of Police may appoint an officer to the assignment of Gang Enforcement Training Officer. An individual assigned by the Chief of Police shall serve in the assignment at the pleasure of the Chief of Police and shall not gain any property interest in the assignment. Those assigned as a Gang Enforcement Training Officer shall be paid a premium pay of one point forty-four percent (1.44%) of base salary per month while so assigned.

O. Shift Differential

The City agrees to pay a premium pay shift differential of two percent (2.0%) of base salary per month for sworn personnel who work from 1800 hours to 0600 hours (one complete shift). This differential pay shall only be received when the primary shift assignment is from 1800 hours to 0600 hours. If during the term of this M.O.U. the patrol work week/shift schedule is different than the current twelve (12) hour shift schedule, this Section will be reopened and a "Meet and Confer" will occur to discuss which hours of any new work week/shift will receive the shift differential pay.

The Chief of Police shall maintain complete and unilateral control to assign and move personnel assigned to these shifts, such that no personnel under these assignments shall retain the two percent (2.0%) shift differential pay if reassigned.

Any such reassignments shall not constitute disciplinary action, and shall not be appealable.

Article 6. Insurance

A. CalPERS Medical

1. Retiree Insurance Benefit

The City shall pay Two Hundred Dollars (\$200.00) per month towards medical insurance for Sworn Unit Retirees who have earned a regular CalPERS Service Retirement after fifteen (15) or more years of service to the City of Hollister as a Sworn Officer. This benefit will be paid until the Retiree is Medicare eligible, at which time the benefit will

cease. It is the Retiree's option as to which medical provider plan they use; either CalPERS or Blue Cross HMO. Retirees may choose to remain on the City's plan or seek their own medical insurance, in which case the Two Hundred Dollars (\$200.00) will be paid directly to the Retiree. This article will not apply to any new hires after November 1, 2017.

2. Description

The City of Hollister Flexible Benefits Plan/Cafeteria Plan (hereinafter "Plan") is available to full-time employees (hereinafter "Employees"). There will be three participation levels as referenced under Section [E]. Optional benefits are listed below. Once an election is made, it will remain in force until the next open enrollment period. A Third Party Administrator (T.P.A.) fee will be paid by the employees that participate in the Plan.

B. Health Insurance Options

The City shall provide employees with the choice of participating in either the Public Employees' Medical and Hospital Care Act (PEMHCA) program or the Anthem Blue Cross HMO program offered by CalPERS.

C. IRS Code Section 125 Flexible Benefits/Cafeteria Plan

1. The City shall provide for unit members an IRS Code Section 125 Flexible Benefits/Cafeteria Plan in accordance with all applicable state and federal laws and regulations.
2. The City shall contribute towards the PEMHCA or Anthem Blue Cross HMO medical, dental and vision care plan amounts allocated in accordance with the City's IRS Code Section 125 Flexible Benefits/Cafeteria Plan as specified below.
3. The City shall allocate specified amounts of "Flex Credits" to the employee's flexible benefit account. These amounts shall consist of the following:
 - A. An amount up to and not to exceed the City's contribution towards medical insurance, based upon either the Anthem Blue Cross HMO or PEMHCA's PERS Choice medical plans, whichever plan is lower. The required contribution for employees electing dependent coverage will be in accordance with Section [E] below.
 - B. An amount equivalent to the City's contribution towards dental insurance. The required contribution for employees electing dependent coverage in accordance with Section [E] below shall be excluded from this total.
 - C. An amount equivalent to the City's contribution towards vision insurance. The required contribution for employees electing dependent coverage in accordance with Section [E] below shall be excluded from this total.
4. In the event that surplus Flex Credits are available, all Association Employees shall have the option to allocate such Flex Credits to one or more of the following:

- a. Union Employees' Flexible Spending Account.
- b. Roth Individual Retirement Account (IRA).
- c. ICMA or City-authorized 457 Deferred Compensation Plan.

If an Association Employee's residual "Flex Credits" are reduced, the employee will have the responsibility to pay the contribution no longer covered by the Surplus Flex Credits.

5. Employees who waive either dental and/or vision coverage shall have the option to apply available flex credits towards the cost of any optional premium listed in the respective sections below. The cost of the optional premium not covered by available flex credits shall remain the employee's responsibility.
6. Employees who elect to waive any or all health coverage shall be subject to the terms and provisions described under Section [J] below.

D. Terms for Health Care Participation

Participation and coverage in the medical, dental, and vision care plans shall be in accordance with the terms and conditions of the insurance carrier.

E. Health Care Contributions

1. Employee-only Premium

The City shall contribute towards the medical, dental, and vision insurance plans an amount equal to the employee-only premium at the time of adoption of this M.O.U. for each member of the unit for the term of this M.O.U. The employee-only premium for medical insurance shall be based on whichever plan is the lessor of the two plans.

2. Employee Option for Dependent Coverage

For those employees who elect the option for dependent coverage for medical, dental, and vision insurance plans, the City shall contribute monthly amounts toward such dependent coverage based upon the lower of the two premiums of either PEMHCA's PERS Choice or Anthem Blue Cross HMO in accordance with Section [C] above, so that the employee pays no more than the following:

<i>Medical - One Dependent</i>	<i>\$ 32.55</i>
<i>Medical - Family</i>	<i>\$ 57.54</i>
<i>Dental - One Dependent</i>	<i>\$ 8.69</i>
<i>Dental - Family</i>	<i>\$ 19.34</i>
<i>Vision - One Dependent</i>	<i>\$ 13.92</i>
<i>Vision - Family</i>	<i>\$ 13.92</i>

F. Vision Insurance

The City shall provide a vision care insurance plan which is available to eligible unit members and qualified dependents during the term of this M.O.U.

The City shall offer vision care insurance for employees and qualified dependents as a pre-tax flexible benefit option. Participation and coverage shall be in accordance with the terms and conditions of the insurance carrier.

G. Dental Insurance

The City shall offer dental care insurance for employees and qualified dependents as a pre-tax flexible benefit option. Participation and coverage shall be in accordance with the terms and conditions of the insurance carrier.

H. Life Insurance

The City shall provide term life insurance in the amount equal to \$50,000 for each member of the unit for the term of this M.O.U. Additional term life insurance may be purchased by the employee in increments of \$10,000 up to a total of \$250,000.

I. Long Term Disability Insurance

The City agrees to provide to all employees within this unit at City cost a Supplemental Long Term Disability Plan, coordinated with other existing benefits to provide no more than a thirty (30) day exclusion or elimination period; no less than a one year benefit for accident or illness; and a minimum scheduled benefit of sixty-six percent (66%) or two-thirds (2/3) of gross salary to a maximum of \$3,500.00 per month for the term of this M.O.U. The City in its sole discretion shall select the Supplemental Long Term Disability Plan carrier that meets these requirements.

J. Health Insurance Waiver Option

1. Employees within this bargaining unit who elect not to participate in the City's health care insurance program will be compensated in an amount as follows:

\$535	Employee Only
\$1,075	Employee plus one
\$1,380	Employee plus family

The compensation will be based on the employer's contribution towards the premiums for the City's health plan at the level in which the employee was participating (employee only, employee plus one dependent, employee plus two or more dependents) at the time of waiving City insurance coverage in accordance with Section [3] below. This cash amount will be paid as part of the employee's bi-weekly payroll.

2. Employees within this bargaining unit shall be eligible to elect not to participate in the City's health care program only after participating under the same level of the City's health care insurance plan for a minimum period of one year immediately preceding the election.

3. Employees within this bargaining unit electing not to participate in the City's health care insurance program must annually provide proof of medical insurance coverage in order to maintain payment under this waiver option.
4. In addition to the coverage options specified under Article 6. Insurance of the Memorandum of Understanding between the City of Hollister and Hollister Police Officers Association, the following optional health benefits shall be available to the employees of this bargaining unit.

K. Optional Health Benefits

Employees that have elected to participate in a City offered medical plan can also elect to participate in the optional benefits. If the employee has any surplus flex credits after making all elections required to participate in the medical insurance, the employee can use that surplus toward optional qualified insurance benefits or one or both of the pre-tax spending accounts. Employees that wish to participate in the optional benefits plan, but do not have any surplus credits, can elect to have pre-tax payroll deductions in an amount to cover the cost of their elections.

Employees may pay the premiums for the following benefits on a voluntary basis:

- Medical Insurance
- Dental Insurance
- Vision Insurance
- Group Term Insurance up to \$50,000 for Employees only
- Accidental Death and Dismemberment Insurance
- Short Term Disability
- Cancer Insurance

- Supplemental Health Insurance
- Vision or Dental Insurance
- Accidental Only Insurance
- Intensive Care Insurance

L. Flexible Spending Accounts (FSA's)

The City agrees to establish a pre-tax dependent care reimbursement account up to the maximum reimbursement allowed by law.

The City agrees to establish a pre-tax medical reimbursement account, up to two thousand five hundred dollars (\$2,500) per year per employee.

M. Voluntary Life Insurance

The City shall offer a voluntary supplemental life insurance plan through the flexible benefits plan for pre-tax contributions by the employees. Participation and coverage shall be in accordance with the terms and conditions of the insurance carrier. Employees may also elect pre-tax payroll deductions to support other City sponsored voluntary supplemental insurance benefits.

N. Miscellaneous

The City of Hollister does not allow the employee to take the surplus credits in taxable cash.

For employees who elect not to participate in the group medical coverage offered by the City, the City will provide dental and vision coverage for the employee and his/her dependents at no cost to the employee.

Article 7. Educational Incentive/Professional Development Incentives

A. Amount of Payments - Sworn

1. Acknowledging the merits of continued education, the City agrees to pay the following amounts in addition to base pay:
 - a. Intermediate P.O.S.T. Certificate - Three percent (3%) of base salary per month, or
 - b. Advanced P.O.S.T. Certificate - Six percent (6%) of base salary per month.
2. Commencement of Payments

Educational incentive payments shall commence on the next pay period following the issuance of certification after submission to P.O.S.T. by the Chief of Police.

B. Professional Development Incentives - Non-Sworn

1. Non-sworn employees shall be eligible to receive a one-time incentive for obtaining degrees and/or certificates provided the employee has completed his/her probationary period. A Professional Development Incentive shall not be awarded if the degrees and/or certifications are a minimum requirement for the position.

Certificates must relate to the employee's current position or future lateral or promotional opportunities within the City.

Vocational Training, for purposes of this Section, is defined as a minimum of eight (8) hours of specific training in a career field which results in a certificate of completion. The minimum eight (8) hours shall be documented classroom time, or in the case of a correspondence program will be identified as the average length of time required to complete the program certification as documented by the certifying agency or institution.

A maximum of two (2) incentives per calendar year can be received by an employee. If an employee receives a Ph.D., Master's Degree, Bachelor's Degree, or Associate's Degree in a calendar year, the employee may also receive two (2) additional incentives (for a total of three (3) incentives) in the same calendar year.

a. College Degrees and Professional Certificates - \$2,500 Lump Sum:

Ph.D.
Master's Degree
Bachelor's Degree
Associate's Degree
Certified Public Accountant
Paralegal Certificate

b. Technical Certificates* - \$2,000 Lump Sum:

Microsoft Office User Specialist (MOUS)
Evidence Technician Certification

c. Vocational Certificates* - \$15 per hour, Lump Sum:

{Paid by average length of time required to complete course. Lump sum payment to be a minimum of \$120 [eight (8) hours].}

Spreadsheet - Microsoft Excel
Word Processing - Microsoft WORD
Database - Microsoft Access
Presentation Graphics - Microsoft PowerPoint
California POST Certified courses
LEAWEB Online Tutorials

** Additional courses/classes may be approved by the Chief of Police.*

2. Professional Development Incentive payments shall commence on the next pay period following the issuance of the Degree and/or certification after submission to the Chief of Police.

Article 8. Job Related Disabilities And The Americans With Disabilities Act

A. Job Related Disabilities

City agrees to comply with the Labor Code of the State of California for employees within this unit deemed disabled or temporarily disabled as a result and because of such job related injury which requires them to be absent from active City service.

B. Americans With Disabilities Act

The parties recognize that the City may be required to make accommodations in order to carry out its obligations under the Americans with Disabilities Act (ADA). Some of the accommodations may require actions which are contrary to the language or intent of existing provisions of this agreement. The parties agree that such accommodation relating to ADA shall not constitute a "past practice" or waiver by either party of its right to fully enforce such provisions in the future with regard to persons not subject to the protections of the ADA. The parties recognize that circumstances surrounding ADA compliance in individual cases may involve matters which are personal and require the utmost confidentiality. Specifics of an individual case may not be divulged by the City. Prior to taking action, the City shall notice the

Association of a proposed accommodation, as it may apply to the working conditions of the unit, and shall give the Association opportunity for input. Actions taken by the City under this Article shall not be subject to the grievance procedure.

Article 9. Uniform Allowance and Safety Equipment

A. Uniform Allowance

The City agrees to contribute toward newly hired employees uniform needs at an initial allotment of Two Hundred Dollars (\$200.00). The City agrees to provide each employee in the unit with an annual uniform allowance of Eight Hundred Fifty Dollars (\$850.00) payable in semi-annual payments payable on the first payday which follows June 1st and December 1st of each year.

B. Boot Allowance

The City agrees to provide each employee in the unit with an annual reimbursed up to \$150.00 per year upon presentation of satisfactory proof-of-purchase. Reimbursement will be made upon presentation of satisfactory proof-of-purchase for boots which are approved and authorized by City management. Used boots are the property of the City and shall be returned to the City.

C. Safety Equipment

The City agrees to continue to provide all necessary protective clothing and safety equipment for members in this unit. In addition, the City shall comply with all applicable State laws regarding damage and loss of uniforms and/or personal equipment. Personal protective vests will be replaced at City cost as per manufacturer's recommendations or repaired at City's option.

Article 10. Grievance Procedures: Sworn Personnel

This grievance procedure shall be the sole and exclusive procedure for resolving grievances filed by sworn employees covered by this M.O.U.

A. Definition

A grievance is a claimed violation, misapplication or misinterpretation of a specific provision of this agreement which adversely affects the grievant.

B. Stale Grievance

A grievance shall be void unless filed in writing within fifteen (15) calendar days from the date upon which the City is alleged to have misinterpreted or misapplied this agreement, or with fifteen (15) calendar days from the time an employee might reasonably have been expected to have learned of the alleged misinterpretation or misapplication. Such discovery period shall not exceed one hundred eighty (180) days regardless of the date of discovery. In no event shall a grievance include a claim for money relief for more than the fifteen (15) day period plus such reasonable discovery period.

C. Informal Discussion with Employee's Supervisor

Before proceeding to the formal grievance procedure, an employee shall discuss his/her grievance with his/her immediate supervisor in private and attempt to work out a satisfactory solution. Any solution reached at this level must be confirmed in writing by the Human Resources Officer to assure compliance with this agreement before it has any binding effect.

D. Formal Written Grievance to Employee's Supervisor

If the employee chooses to formally pursue his/her grievance, he/she or his/her representative shall present the written grievance to his/her immediate supervisor within five (5) working days after the date upon which the grieving employee informally discusses the grievance with the supervisor. (In the event a group grievance is formally submitted by the recognized employee organization, its initial submission will be to the Department Head and subsequent steps will be followed as outlined in this Section.) The formal written grievance shall specify the provisions of this M.O.U. alleged to have been misinterpreted or misapplied; the remedy sought; and such other specific dates, times, places and persons and other facts necessary to derive a clear understanding of the matter being grieved. The immediate supervisor shall return a copy of the written grievance to the employee with the supervisor's answer thereto in writing within five (5) working days from receipt of the supervisor's answer within which to file an appeal to the next level.

E. Grievance to Department Head/City Manager

The Department Head or the City Manager, if the Department Head was the grievant's immediate supervisor, shall have seven (7) working days in which to review and answer the grievance in writing. Unless waived by mutual agreement of the employee or his/her representative and the Department Head or City Manager, a meeting is required at this level and the employee and his/her representative shall have the right to be present and participate in such a meeting. The time limits at this level may be extended by mutual agreement between the Department Head or City Manager and the employee or his/her representative.

F. Waiver of Appeal Steps

If the grievance is not resolved after the immediate supervisor has answered it in writing, the grievant(s) and the Department Head may, by mutual agreement, waive review of the grievance at Step E and proceed to present the grievance to the City Manager.

G. Advisory Fact Finding of Grievances

In the event the grievance is not resolved by the City Manager, the recognized employee organization may within fifteen (15) calendar days after receipt of the decision of the City Manager, request that the grievance be heard by a Fact Finder.

H. Selection of a Fact Finder

The Fact Finder shall be selected by mutual agreement between the City and the Association. If the parties are unable to agree on the selection of a Fact Finder, they shall jointly request the State Mediation and Conciliation Service to submit a list of five (5) qualified Fact Finders. The

City and the grievant, or his/her representative, shall then alternately strike names from the list until only one name remains, and that person shall serve as Fact Finder.

I. Duty of Fact Finder

1. Except when an agreed statement of facts is submitted by the parties, it shall be the duty of the Fact Finder to hear and consider evidence submitted by the parties and to thereafter make written findings of fact and a proposed disposition of the grievance which shall be advisory in nature.
2. The proposed disposition shall be based solely on the interpretation of the applicable provisions of the M.O.U. and other Personnel Rules if applicable to the grievance, and he/she shall not add to, subtract from, modify or disregard any of the terms or provisions of the M.O.U. or such Rules.

J. Payment Of Costs

Each party to a hearing before a Fact Finder shall bear its own expenses in connection therewith. All fees and expenses of the Fact Finder shall be borne one-half by the City and one-half by the grievant. If the City does not implement the proposed disposition of the grievance made by the Fact Finder, the City shall pay all fees and expenses of the Fact Finder.

K. Effect Of Failure Of Timely Action

Failure of the employee(s) to file an appeal within the required time period at any level shall constitute an abandonment of the grievance. Failure of the City to respond within the time limit at any step shall result in an automatic advancement of the grievance to the next step.

Article 11. Grievance Procedure: Non-sworn Personnel

This grievance procedure shall be the sole and exclusive procedure for resolving grievances filed by non-sworn employees covered by this M.O.U.

A. Definition

A grievance is a claimed violation, misapplication or misinterpretation of a specific provision of this agreement or the City's Personnel System Rules and Regulations which adversely affects the grievant.

B. Stale Grievance

A grievance shall be void unless filed in writing within fifteen (15) calendar days from the date upon which the City is alleged to have misinterpreted or misapplied this agreement, or within fifteen (15) calendar days from the time an employee might reasonably have been expected to have learned of the alleged misinterpretation or misapplication. Such discovery period shall not exceed one hundred eighty (180) days regardless of the date of discovery. In no event shall a grievance include a claim for money relief for more than the fifteen (15) day period plus such reasonable discovery period.

C. Informal Discussion with Employee's Supervisor

Before proceeding to the formal grievance procedure, an employee shall discuss his/her grievance with his/her immediate supervisor in private and attempt to work out a satisfactory solution. Any solution reached at this level must be reviewed by the Human Resources Officer to assure compliance with this agreement before it has any binding effect.

D. Formal Written Grievance to Employee's Supervisor

If the employee chooses to formally pursue his/her grievance, he/she or his/her representative shall present the written grievance to his/her immediate supervisor within five (5) working days after the date upon which the grieving employee informally discusses the grievance with the supervisor. (In the event a group grievance is formally submitted by the recognized employee organization, its initial submission will be to the Department Head and subsequent steps will be followed as outlined in this Section.) The formal written grievance shall specify the provisions of this M.O.U. or the City's Personnel System Rules and Regulations alleged to have been misinterpreted or misapplied, the remedy sought, and such other specific dates, times, places and persons and other facts necessary to derive a clear understanding of the matter being grieved. The immediate supervisor shall return a copy of the written grievance to the employee with the supervisor's answer thereto in writing within five (5) working days from receipt of the supervisor's answer within which to file an appeal to the next level.

E. Grievance to Department Head/City Manager

The Department Head or the City Manager, if the Department Head was the grievant's immediate supervisor, shall have seven (7) working days in which to review and answer the grievance in writing. Unless waived by mutual agreement of the employee or his/her representative and the Department Head or City Manager, a meeting is required at this level and the employee and his/her representative shall have the right to be present and participate in such a meeting. The time limits at this level may be extended by mutual agreement between the Department Head or City Manager and the employee or his/her representative.

F. Waiver of Appeal Steps

If the grievance is not resolved after the immediate supervisor has answered it in writing, the grievant(s) and the Department Head may, by mutual agreement, waive review of the grievance at Step E and proceed to present the grievance to the City Manager.

G. Advisory Fact Finding of Grievances

In the event the grievance is not resolved by the City Manager, the recognized employee organization may within fifteen (15) calendar days after receipt of the decision of the City Manager, request that the grievance be heard by a Fact Finder.

H. Selection of a Fact Finder

The Fact Finder shall be selected by mutual agreement between the City and the Association. If the parties are unable to agree on the selection of a Fact Finder, they shall jointly request the

State Mediation and Conciliation Service to submit a list of five (5) qualified Fact Finders. The City and the grievant, or his/her representative, shall then alternately strike names from the list until only one name remains, and that person shall serve as Fact Finder.

I. Duty of a Fact Finder

1. Except when an agreed statement of facts is submitted by the parties, it shall be the duty of the Fact Finder to hear and consider evidence submitted by the parties and to thereafter make written findings of fact and a proposed disposition of the grievance which shall be advisory in nature.
2. The proposed disposition shall be based solely on the interpretation of the applicable provisions of the M.O.U. and other Personnel Rules if applicable to the grievance, and he/she shall not add to, subtract from, modify or disregard any of the terms or provisions of the M.O.U. or such Rules.

J. Payment of Costs

Each party to a hearing before a Fact Finder shall bear its own expenses in connection therewith. All fees and expenses of the Fact Finder shall be borne one-half by the City and one-half by the grievant. If the City does not implement the proposed disposition of the grievance made by the Fact Finder, the City shall pay all fees and expenses of the Fact Finder.

K. Effect of Failure of Timely Action

Failure of the employee(s) to file an appeal within the required time period at any level shall constitute an abandonment of the grievance. Failure of the City to respond within the time limit at any step shall result in an automatic advancement of the grievance to the next step.

Article 12. Leaves

The City shall continue the current sick leave and bereavement leave rules as defined in this Article for the term of this M.O.U.

A. Bereavement Leave

Bereavement leave is a separate paid leave which is available to all employees at the time of death or funeral of a member of the employee's immediate family as defined below:

Wives/Husbands
Grandparent(s)-in-law
Grandchildren
Fathers
Aunts
Fathers-in-law
Brothers
Nieces
Brothers-in-law

Grandparent(s)
Children
Legal guardians
Mothers-in-law
Mothers
Uncles
Sisters-in-law
Sisters
Nephews

Bereavement Leave shall not exceed three (3) work days for the death of a member of the employee's immediate family.

B. Family Sick Leave - Within Existing Benefit

An employee may be granted up to a total of forty (40) hours of sick leave in a twelve (12) month period for the purpose of caring for a spouse, parent, or children as defined below. The City Manager can make exceptions to the below upon request of an individual. This exception by the City Manager can include domestic partners.

1. Spouse means a husband or wife as defined or recognized under State law for purposes of marriage in the State where the employee resides, including common law marriage in States where it is recognized.
2. Parent means a biological parent or an individual who stands or stood in loco parentis to an employee when the employee was a son or daughter as defined in (3.) below. This term does not include parents "in law".
3. Son or daughter means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is either under age 18, or age 18 or older and "Incapable of Self-Care because of a Mental or Physical Disability."
 - a. "Incapable of Self-Care" means that the individual requires active assistance or supervision to provide daily self-care in three (3) or more of the "activities of daily living" (ADLs) or "instrumental activities of daily living" (IADLs). Activities of daily living include adaptive activities such as caring appropriately for one's grooming and hygiene, bathing, dressing and eating. Instrumental activities of daily living include cooking, cleaning, shopping, taking public transportation, paying bills, maintaining a residence, using telephones and directories, using a post office, etc.
 - b. "Physical or Mental Disability" means a physical or mental impairment that substantially limits one or more of the major life activities of an individual. Regulations at 29 CFR Sec. 1630.2(h), (i), and (j), issued by the Equal Employment Opportunity Commission under the Americans With Disabilities Act (ADA), 42 U.S.C. 12101 et seq., define these terms.
 - c. Persons who are "In Loco Parentis" include those with day-to-day responsibilities to care for and financially support a child or, in the case of an employee, who had such responsibility for the employee when the employee was a child. A biological or legal relationship is not necessary.
 - d. For purposes of confirmation of family relationship, the employer may require the employee giving notice of the need for leave to provide reasonable documentation or statement of family relationship. This documentation may take the form of a simple statement from the employee, or a child's birth certificate, a court document, etc. The employer is entitled to examine documentation such as a birth certificate, etc., but the employee is entitled to the return of the official document submitted for this purpose.

Article 13. Layoff

The City shall have the sole right to determine which class(es) shall be subject to layoff.

A. Order Of Layoff

1. The order of layoff of employees within a class or classes subject to layoff, shall be:
 - a. Provisional or Temporary Employees
 - b. Part-time Employees
 - c. Probationary Employees
 - d. Permanent Employees
2. Within each of the first three (3) categories, the order of lay-off shall be at the discretion of the Appointing Authority. Order of layoff of probationary and permanent employees shall be according to seniority with the employee(s) having lowest seniority to be laid off first. Among employees with equal seniority, the order of layoff shall be determined by the Appointing Authority.

B. Seniority Determination

1. Each employee shall receive one (1) point per full month of service in the classification the employee is working at the time a layoff is being imposed. In addition, the employee shall receive one-half (1/2) of a point per full month of service in any other unit classification, which the employee has worked and one-quarter (1/4) of a point per full month of current services in any non-bargaining unit classification. The total of such points shall determine the employee's seniority.
2. Employees subject to layoff may first displace employees of lower seniority in any comparable classification, as determined by the City Manager. As a second alternative to layoff, employees subject to layoff may take a voluntary demotion to any lower classification within the same division of the unit in which the employee had prior permanent status, provided a vacancy exists, or the demoted employee has higher seniority than an employee working in that classification. As a third alternative to layoff, an employee subject to layoff may take voluntary demotion to a vacant position in a lower classification provided the employee can, through a non-competitive examination, establish proof to the satisfaction of the appointing authority that he/she is capable of performing the job.
3. In the event the demoted employee in all the above alternatives has equal seniority with the least senior employee working in the lower classification, the employee to be laid off shall be determined by total seniority with the unit. If such unit seniority is also equal, the employee to be laid off shall be determined by the appointing authority.

C. Re-employment

Employees laid off or demoted in lieu of layoff shall have a priority right of return to their prior class or to any lower class in the same or comparable classification series. This right shall remain effective for two (2) years from the date of demotion or separation from the service. The only exception being that any individuals that have been separated from the City will have to meet the

current medical and background requirements.

Article 14. Miscellaneous

A. Personnel Notices

Police Department management shall notice all officers of any intra departmental promotional possibilities and exams thereto at least thirty (30) days in advance of any exam or record review leading to such promotion.

B. Tuition Aid/Reimbursement

“Tuition Aid” is defined as a full or partial payment or reimbursement of registration fees and the minimum requirement of tests for specialized individual academic training which is related to the employee's current job or which prepares an employee for a promotional opportunity within City service. Texts purchased for training by the City will become the City's property upon completion of the training. The individual will have the option of purchasing the texts from the City.

1. Tuition aid for specialized training shall be made to the employee only upon evidence of completion of the training. In those instances where it is desirable because of the nature of the training to advance tuition aid, a Department Head may request payment of tuition aid prior to the training.
2. Tuition aid for academic training shall be made to the employee only upon evidence of satisfactory completion of the training. Satisfactory completion will be considered a grade of “C” or better, or a grade of pass in a pass/fail grading system.
3. The following procedure shall apply for obtaining tuition aid.
 - a. Employees who desire tuition aid for specialized individual training or academic training shall submit their requests to their department head.
 - b. Requests will be reviewed by the Department Head and forwarded with recommendation to the Human Resources Officer for authorization. Requests for aid and costs shall be processed within the administrative section of the department's budget. Prior authorization of the Human Resources Officer must be obtained before the training starts in order for the employee to qualify for the tuition aid. Employees will be required to pay the tuition costs themselves, prior to the course, but will be reimbursed if the course is authorized and successfully completed as provided for herein. When the training is completed, evidence of satisfactory completion of the training must be submitted to the Human Resources Officer for the purpose of obtaining reimbursement.
 - c. An employee being subsidized by another agency, either governmental or private, shall receive tuition aid only to the extent not reimbursed by such other agency.
4. The City will pay a maximum of Three Thousand Five Hundred Dollars (\$3,500.00) per fiscal year to any eligible unit member that meets the above listed criteria for tuition aid.

C. Vacation Accrual And Vacation Allowance

1. The City agrees to provide vacation leave accrual for each represented unit member as follows:

<u><i>Years of Service</i></u>	<u><i>Annual Vacation Accrual</i></u>
<i>1st through completion of 3rd</i>	<i>10 Days</i>
<i>4th through completion of 7th</i>	<i>15 Days</i>
<i>8th through completion of 15th</i>	<i>20 Days</i>
<i>16th through completion of 20th</i>	<i>22 Days</i>
<i>beginning of 21st Year</i>	<i>25 Days</i>

2. Upon prior written approval by the City Manager, vacation accrual beyond two hundred forty (240) hours may occur.
3. An employee shall be allowed to cash-out any portion or all of their vacation time balances in excess of forty (40) hours at any time.
4. Effective upon the signing of this Agreement, for recruiting purposes only, based upon a new employee's previous years of service as a Peace Officer with the Agency they just left, the new employee may receive, at the time of hire, a vacation accrual rate higher than the City's beginning accrual rate of six point six-seven (6.67) hours per month, or three point zero eight (3.08) hours per pay period. The higher accrual rate will be in accordance with the City's current Annual Vacation Accrual Schedule.

D. CalPERS Credit For Unused Sick Leave

The City shall continue to provide the CalPERS Section 20965 "Credit For Unused Sick Leave" benefit for Police - Safety members as recognized by PERS, for the term of this agreement.

E. Sick Leave Conversion To Cash

Eligible unit employees may convert a percentage of accrued, unused sick leave to cash at death or retirement from City employment. The provisions for this policy are as follows:

1. Employees of this unit may not "cash out" or be compensated for any of the first two hundred forty (240) hours of sick leave accrued.
2. Any current employee of this unit having completed ten (10) years of continuous service with the City and who retires from City service, will be compensated for twenty-five percent (25%) of accrued, unused sick leave in excess of two hundred forty (240) hours at the employee's hourly rate of pay at the time of retirement from City service.
3. The surviving spouse, beneficiary(s), dependent(s) or estate of any current employee of this unit who has completed ten (10) years of continuous service with the City and dies while employed by the City prior to retirement, will be compensated for fifty percent (50%) of accrued, unused sick leave in excess of two hundred forty (240) hours at the employee's hourly rate of pay at the time of death.

4. Any current employee of this unit having completed ten (10) years of continuous service with the City and having an unused sick leave accrual balance exceeding five hundred (500) hours may, at their option, "cash out" up to a maximum of ninety-six (96) hours (12 days) of unused sick leave annually as long as the "cashed out" hours do not diminish the unused sick leave accrual balance to an amount less than five hundred (500) hours.
5. Compensation for unused, accrued sick leave will be made at the employee's rate of pay at the time of "cash out". Requests for payment of unused sick leave as described herein, shall be made in writing to the Finance Department at least thirty (30) days in advance of June 1st and December 1st of each year.
6. Payments of "cashed out" unused sick leave will be made on the first pay day which follows June 1st and December 1st of each year.

F. Probationary Period

1. All new sworn-unit members that are hired after the adoption of this M.O.U. will serve an eighteen (18) month probationary period, which will include the time spent at the Police Academy.
2. All members who leave the City's employment and return to the City within one (1) year (364 calendar days) will be placed on a three (3) month probationary period as long as the employee:
 - a. Left the City of Hollister in good standing; and
 - b. Achieved at least "satisfactory" on their last evaluation with the City of Hollister.

G. Separation in Good-Standing

A sworn employee who separates in good-standing from the City of Hollister Police Department, and within one (1) year submits an application to the City, will not be required to submit to an oral board as part of the application process. However, the applicant will remain subject to P.O.S.T. regulations.

H. Recruitment Incentives for Sworn Personnel

The following are recruitment incentives for Sworn Personnel:

1. New sworn employees will receive an advance of forty (40) hours of sick leave effective the date of employment. Accrual of future sick leave will begin six (6) months from the date of hire.
2. A One Thousand Dollars (\$1,000) moving allowance will be provided to new employees who, when hired, lived one hundred (100) miles or more from the Hollister City Limits and who, upon successfully completing probation, have moved and are current residents of San Benito County. Employees who qualify must provide written proof of their primary residency within San Benito County.

I. Work Schedules

1. Non-Sworn Unit Classifications

a. Flexible Work Schedules:

Non-sworn members may work flexible work schedules (i.e., 4/10, 9/80) when feasible. It is agreed that implementation of flexible work schedules shall be evaluated on a work unit basis, and will only be approved in those units where flexible work schedules can be implemented without reducing service levels and cost effectiveness. A change to a flexible work schedule must be approved by the member's supervisor and the Chief of Police.

b. Temporary Flexible Schedule:

Non-sworn members may request to temporarily flex their normal work schedule or workday (i.e., an earlier start to and/or end of the workday, doctor appointments, child care needs, etc.) with the approval of their supervisor.

2. Sworn Unit Classifications

a. Four-Ten (4/10) Work Schedule

Effective upon ratification of this MOU, for a six (6) month trial period, the parties agree to a 4/10 work schedule (4 days a week, 10 hours a day) for special assignments, including a paid lunch. The six (6) month trial period is to evaluate the benefits and impact on working conditions and operational needs. The parties agree to meet and discuss how the 4/10 work schedule is working and if it is feasible to continue or discontinue the 4/10 work schedule. After the parties meet and discuss the above, the continuance or discontinuance of the 4/10 work schedule will be at the City's sole discretion. The trial period may end prior to the six (6) month period by mutual agreement of both parties.

J. Police Funeral Attendance

Any Member of the Association may attend a formal police funeral in an off-duty status within a one-hundred (100) mile radius of the City of Hollister. This means that the Member may attend in uniform and travel in an official vehicle.

K. New Employee Orientation

During New Employee Orientation, the bargaining unit will be allowed a total of fifteen (15) minutes at the end of the orientation to provide a presentation when new employees of this unit are present and for those who wish to stay.

Article 15. Maintenance of Operations

The Association agrees that during the term of this M.O.U. and for the period of time necessary for the meet and confer process to conclude a successor M.O.U., neither the Association, nor any representative acting on its behalf, will cause, authorize, engage in, condone or sanction a strike,

sick-in, work stoppage, slow down, picketing (other than informational picketing on the employees' own time), concerted or individual failure to report for duty, unauthorized absence, including compliance with a request of another unit's labor organization to engage in or honor such activities against the City, or any activity by any other euphemism known which results in less than the full and faithful performance of any duties of employment.

If the City determines that the Association has engaged in any activity mentioned above, the City may order the forfeiture of all rights and privileges, or any portion thereof, of the Association.

If the City determines that an employee has engaged in any activity above, the employee may be subject to disciplinary action up to and including discharge from City service.

Article 16. Prevailing M.O.U.

In the event of a conflict between a specific provision of this M.O.U. and a written rule, regulation, or resolution of the City or any of its divisions, the terms of the M.O.U. shall prevail and said written rule, regulation, or resolution shall be physically amended to conform to the specific provisions of this M.O.U.

Article 17. Holidays And Holiday Pay

Compensation equal to twelve (12) days (96 hours) shall be made to sworn personnel in semi-annual payments payable on the first pay day which follows June 1st and December 1st of each year. Non-sworn personnel shall have the same holiday schedule as employees in the miscellaneous employees bargaining unit.

Article 18. Drug Free Workplace Policy

The City's Drug Free Workplace Policy, City Personnel Rule 2.05, adopted by Resolution 92-116 (August 3rd, 1992), is incorporated by reference into this Memorandum of Understanding.

Article 19. Savings Clause

If any Article or Section of this M.O.U. should be found invalid, unlawful or unenforceable by reason of any existing or subsequent enacted legislation or by judicial authority, all other Articles and Sections of this M.O.U. shall remain in full force and effect for the duration of this M.O.U. In the event of invalidation of any Article or Section, the City and the Association agree to meet within thirty (30) days for the purpose of meeting and conferring upon said Article or Section.

Article 20. Union Business

Up to five (5) elected representatives of the Association shall be granted a maximum of three (3) days leave each during the fiscal year based upon need without loss of pay for Union Business to include but not be limited to attendance at conventions, conferences, and seminars. The release from duty shall be at the discretion of the City so as not to adversely affect staffing schedules.

Article 21. Term

The term of this Memorandum of Understanding shall commence on November 1, 2017 and shall expire on October 31st, 2020, unless otherwise agreed to by both parties. The signatures to this agreement may be executed in counterparts.

CITY OF HOLLISTER

HOLLISTER POLICE OFFICERS
ASSOCIATION

Dated 1/17/18

Dated _____

By [Signature]
William B. Avera, City Manager

By [Signature]
Staci Esqueda, President

By _____
Linzie L. Daniel, City Negotiator

By [Signature]
Theresa Aguilera

By [Signature]
Brett I. Miller, City Negotiator

By [Signature]
Rosie Betanio

By [Signature]
Anietra Gomez

By _____
James Bickert, Chief Negotiator
Rains Lucia Stern, PC

Revised 11/14/17 BIM

CITY OF HOLLISTER


**HOLLISTER POLICE OFFICERS
ASSOCIATION**

Dated _____

Dated _____

By _____
William B. Avera, City Manager

By _____

By  _____
Linzie L. Daniel, City Negotiator

By _____

By _____
Brett I. Miller, City Negotiator

By _____

By _____

By _____

By _____

HOLLISTER POLICE DEPARTMENT

Performance Evaluation

Last name	First name	Initial	Date of Hire	Rating Period From: To:
Position/Job Title: Detective		Division:		
Ratings OS = Outstanding: Significantly Exceeds Standards AS = Above Standards: Exceeds Standards MS = Meets Standards on Attached Worksheets SS = Below Standards as Noted on Attached Sheets NA = Does Not Apply to this Assignment		Important An "MS" rating is the supervisor's certification that the employee meets the standards listed on the attached worksheets. Use "OS," "AS," or "SS" as merited, and support the rating with facts (not opinions). If the employee is deserving of "OS," AS," or "SS" it is the supervisor's duty to gather the facts to support the rating. The rating supervisor is to complete the attached worksheets..		
JOB FUNCTIONS				
	I. INVESTIGATIONS			
	II. CASE REPORTS/WRITTEN WORK			
	III. COURT APPEARANCES			
	IV. SAFETY			
	V. INTERNAL RELATIONS			
	VI. PUBLIC RELATIONS / CUSTOMER SVC			
	VII. WORK HABITS			
	VIII. APPEARANCE AND GROOMING			
	IX. EQUIPMENT USE AND MAINTENANCE			
Rater: I have explained this report to the rated employee. I attest that the information contained herein is accurate and is based upon my observation and/or knowledge of the facts. Signature _____ Date _____		Employee: <input type="checkbox"/> This evaluation has been explained to me. <input type="checkbox"/> I wish to attach an addendum to this evaluation Signature _____ Date _____		
Division Commander: I have reviewed this report for accuracy and completeness and I approve. Signature _____ Date _____		Chief: I have reviewed this report for accuracy and completeness and I approve. Signature _____ Date _____		

PERFORMANCE STANDARDS	PERFORMANCE DELIVERED (FACTS)	RATING
I. INVESTIGATIONS		
A. You are expected to interview/interrogate every victim, suspect and witness who can be found through reasonable means. Make contact with and attempt interrogation of all in-custody suspects who have been arrested on cases assigned to you, regardless of who made the arrest.		
B. Recover and process evidence and property items in accordance with applicable laws, written directives, and Department of Justice Guidelines.		
C. You are to maintain a clearance rate, which shows a productive use of your time given the types and complexity of cases assigned. If there is a problem with your clearance rate, your supervisor will advise you and a plan will be developed to correct the problem. If you succeed per the plan, you will be rated satisfactory in this job element. If not, you may be rated less than satisfactory.		
D. You are expected to accomplish at least your share of the work of your unit so that your work does not become an unnecessary burden to others		
E. Complete follow-up investigation and report on every case assigned to you by the assigned follow-up date. If unusual workload, case complexity, or conflicting assignments are going to cause delays, bring it to the attention of your supervisor.		
F. Respond to assigned details and call-outs by the most expeditious route. As a guide, respond within 60 minutes unless you make other arrangements satisfactory to your supervisor.		
G. To assist in handling the workload of the unit, you are expected to take appropriate action on those issues presented even though not currently assigned, i.e. leads on current cases, new information, processing property, outside agency requests, other Bureau requests, etc.		
H. You are to make every reasonable effort to recover stolen property on cases assigned to you. Report and document per Department policy and procedures.		
II. CASE REPORTS/WRITTEN WORK		
A. Your reports must be in accord with Law and written directives.		

PERFORMANCE STANDARDS	PERFORMANCE DELIVERED (FACTS)	RATING
<p>B. Your reports should be useable* on first submittal. Reports should not have to be returned because of errors, omissions, elements, incomplete preliminary investigation or lack of corpus, spelling, grammar, forms, sentence structure, format, illegibility, etc.</p> <p><i>*Note: A "useable" report is one that does not require further work by the author and it accurately reflects the preliminary investigation conducted by the author. Differences in style or minor errors may be tolerated if they do not impair prosecution or accurate record keeping, or bring discredit to the Department. Minor errors may be tolerated if the reviewer chooses to correct them and can do so in the time normally taken to review the report. If the reviewer or others have to do work the author should have done, the report is not useable when first submitted.</i></p>		
<p>C. Your cases must be investigated thoroughly and this must be reflected in your report. Avoid patterns of incidents when cases are not filed by DA and are returned for credible reasons. It is your job to work with the DA so that such patterns can be avoided.</p>		
<p>D. Comply with the Law and written directives in the handling of your cases.</p>		
<p>E. Organize your files in a manner so that authorized personnel can easily locate information in your absence.</p>		
<p>F. Administrative reports should reflect completed staff work.</p>		
<p>III. COURT APPEARANCES</p> <p>You are expected to prepare and present court cases in a manner, which most effectively supports successful prosecution. For example:</p>		
<p>A. Arrive in court as scheduled wearing proper attire per policy.</p>		
<p>B. Complete preparation, coordination and follow-ups as needed to support the prosecutor.</p>		
<p>C. Provide credible, clear, complete, and courteous testimony. Avoid patterns of negative feedback about your courtroom appearances.</p>		
<p>D. Comply with the Department policies and procedures regarding court appearances.</p>		

PERFORMANCE STANDARDS	PERFORMANCE DELIVERED (FACTS)	RATING
IV. SAFETY You are expected to conduct your work in a manner that protects you, your coworkers, and others from harm; and equipment and facilities from damage. A. Follow applicable Laws, City/Department Policies, and written directives pertaining (but not limited to) to: Approved field tactics Arrest and handcuffing techniques Communicable Diseases Firearms Hazardous substances and materials Pursuits/Driving Radio Use of Force Vehicles and equipment Work places		
B. Use and maintain all required safety equipment per City/Department policy.		
C. Practice safe behavior in order to prevent accidents, injury, or damage.		
D. Take immediate action to correct and/or report unsafe acts and conditions of which you become aware.		
E. Participate in and comply with City/Department-provided safety training.		
F. Report all accidents, injuries, incidents, threats, or threatening behavior per City/Department policy.		
G. Avoid unsafe behavior, which could produce accidents, injury, or damage.		
V. INTERNAL RELATIONS You are required to conduct yourself in a manner, which supports teamwork and enhances the City/Department in the accomplishment of our stated missions and expectations. A. Perform your job so that others are not burdened with additional work. Help others when the need is apparent.		
B. Treat others with respect.		
C. Find constructive ways to handle differences. Do not allow differences with others to disrupt your work or the work of others.		
D. Comply with the City/Department discrimination/harassment policy.		

PERFORMANCE STANDARDS	PERFORMANCE DELIVERED (FACTS)	RATING
E. Attempt to resolve issues at the lowest possible administrative level.		
F. Conduct yourself in a manner, which makes you a part of the solution, not a part of the problem. Avoid open and repeated complaints about Department and City administration, policies, and procedures. When in disagreement, discuss your complaints with your supervisor in a constructive, respectful manner. Suggest practical, constructive alternatives and be willing to contribute to realistic solutions. If you feel your issues are not adequately addressed, then use available procedures to address your complaint.		
G. Promote teamwork by sharing information useful to achieving desired results.		
H. Report to your supervisor any citizen threats to escalate complaints to a higher administrative level. Report contacts made during work hours concerning City business by City Council members, Boards and Commission members to your supervisor. The intent is to protect staff from intimidation or coercion and to promote communication.		
I. In meetings and discussions, listen to others before responding. Introduce your ideas in ways that aid understanding. When you give input, seek a response. Your interactions with others should produce results that are useful to your team.		
VI. PUBLIC RELATIONS AND CUSTOMER SERVICE Conduct yourself in a manner that promotes good public relations, customer service and brings credit to the City. Your behavior and actions must be consistent with the City and Department's Mission Statement, values and policies. Your interactions with the public will be service-oriented as exhibited by courtesy, integrity, respect, fairness, excellence and professionalism.		
A. Avoid behavior, which is likely to produce complaints and claims.		
B. Behave in ways to bring credit to the Department.		
C. Comply with Department discrimination/harassment policy.		
D. Maintain ongoing positive and effective interaction with other agencies in a manner most likely to result in better service delivery per HPD Mission Statement.		

PERFORMANCE STANDARDS	PERFORMANCE DELIVERED (FACTS)	RATING
VII. WORK HABITS You are expected to be productively engaged in the Department's work while on paid time. Organize your time and focus your attention on the priorities assigned. A. Begin shift at the time established for your position within your Department, Division, or Bureau, prepared to perform your assigned duties, in appropriate attire (per policy) and with all necessary equipment.		
B. Attend morning briefings and be available throughout your shift. If not in the building, lot out per Standard Operating Procedures. Respond immediately to pages during shift.		
C. Remain in service until the end of shift, unless directed otherwise by your supervisor.		
D. Complete assignments by established times, unless prior authorization is secured from your supervisor for an extension.		
E. Comply with City/Department overtime and leave policies.		
F. Comply with City/Department policies for meals and breaks.		
G. Comply with Department sick leave policy. Avoid patterns of short-term (one or two days) sick leave use in conjunction with days off, vacations, holidays, and special events.		
H. Know and comply with all City/Department policies and procedures.		
I. Return all phone calls as soon as practical, preferably no later than the end of your shift. Calls taken in your absence are to be returned on your first day back to work. Adhere to City and Departmental policies regarding proper use of e-mail and voicemail.		
J. Accurately reflect facts and information in all verbal and written communications.		
VIII. APPEARANCE AND GROOMING You are expected to maintain a clean, well-groomed, professional appearance. Present yourself in a manner most likely to inspire public confidence and respect. A. Comply with the standards set forth in the department uniform and grooming policy. Exercise good personal hygiene. Do not put yourself in a position where a supervisor must remind you that your appearance and grooming need attention.		

PERFORMANCE STANDARDS	PERFORMANCE DELIVERED (FACTS)	RATING
IX. EQUIPMENT USE AND MAINTENANCE You are expected to use and maintain equipment in a manner, which will promote its good working order and appearance. A. Keep vehicles clean and free of contraband, evidence and debris. Maintain fuel at $\frac{3}{4}$ tank.		
B. Conduct vehicle checks per Standard Operating Procedures. Check vehicle at the beginning and the end of shift. Immediately report damage or deficiencies to your supervisor and complete a vehicle damage form.		
C. Immediately report loss/damage to any equipment to your supervisor. Complete necessary paperwork.		
D. Check out and return all equipment to its proper place at the end of shift.		
E. Maintain all firearms in clean, working condition. Immediately report damage or malfunction to your supervisor.		
Steps to recognize exceptional work or to correct sub-standard work:		

**STAFF REPORT TRANSMITTAL FOR
STUDY SESSION AND/OR CITY COUNCIL AGENDA ITEM**

DATE: December 5, 2017
STUDY SESSION DATE: N/A

AGENDA ITEM: Consent *A12, #12*
MEETING DATE: December 18, 2017

TITLE OF ITEM: RESOLUTION NO. 2017- *325* , A RESOLUTION APPROVING AND AUTHORIZING A Memorandum Of Understanding Between the City of Hollister and the Hollister Peace Officers Association.

BRIEF DESCRIPTION: This Resolution approves the Memorandum Of Understanding between the City of Hollister and the Hollister Peace Officers Association bargaining unit for the term of November 1, 2017 through October 31, 2020.

STAFF RECOMMENDATION: Staff recommends City Council adopt Resolution No. 2017- *325*, A Resolution of the City Council of City of Hollister Approving the Memorandum of Understanding between the City of Hollister and the Hollister Peace Officers Association.

DEPARTMENT SUMMARY: The current Memorandum of Understanding between the City of Hollister and Hollister Peace Officers Association bargaining unit expired on October 31, 2017. Representatives have negotiated in good faith for approximately 3 months and have reached agreement for a successor Memorandum Of Understanding with a three (3) year term. The implementation of this agreement is effective December 18, 2017.

FINANCIAL IMPACT: Fiscal impact would be \$95,000.00 for Fiscal Year 2017/2018.

DEPARTMENT: Administrative Services

DEPARTMENT HEAD: Brett I. Miller 

CONTACT PERSON: Brett I. Miller

PHONE NUMBER: (831) 636-4301x19

ATTACHMENTS: HPOA MOU

**THIS REPORT WAS REVIEWED BY THE CITY MANAGER AND CONCURS WITH THE
STAFF RECOMMENDATION** _____


William B. Avera, City Manager